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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LATONYA R. FINLEY,
Plaintiff,
vs.
CAPITALONE, TRANSUNION, EQUIFAX
AND EXPERIAN
Defendants

Case No. 4:16-cv-01392-YGR

**DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC.'S
ANSWER TO PLAINTIFF'S
COMPLAINT AND JURY DEMAND**

Complaint filed: March 22, 2016

ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW Defendant Experian Information Solutions, Inc. (“Experian”), by and through its undersigned counsel, and answers Plaintiff LaTonya R. Finley’s (“Plaintiff”) Complaint (the “Complaint”) as follows:

JURISDICTION

1. In response to paragraph 1 of the Complaint, Experian admits that it is qualified to do business and does conduct business in the State of California. As to the remaining allegations in paragraph 1, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction is proper in the United States District Court for the Northern District of

1 California pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332. Experian states that these are
 2 legal conclusions which are not subject to denial or admission. As to the remaining allegations in
 3 paragraph 2, Experian does not have knowledge or information sufficient to form a belief as to
 4 the truth of those allegations and, on that basis, denies, generally and specifically, each and every
 5 such allegation.

6 **VENUE**

7 3. In response to paragraph 3 of the Complaint, Experian states that Plaintiff has
 8 alleged that venue in this district is proper. Experian states that this is a legal conclusion which is
 9 not subject to admission or denial. As to the remaining allegations in paragraph 3, Experian does
 10 not have knowledge or information sufficient to form a belief as to the truth of those allegations
 11 and, on that basis, denies, generally and specifically, each and every such allegation.

12 **PARTIES**

13 4. In response to paragraph 4 of the Complaint, Experian is without knowledge or
 14 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 15 that basis, denies, generally and specifically, each and every allegation contained therein.

16 5. In response to paragraph 5 of the Complaint, Experian is without knowledge or
 17 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 18 that basis, denies, generally and specifically, each and every allegation contained therein.

19 6. In response to paragraph 6 of the Complaint, Experian is without knowledge or
 20 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 21 that basis, denies, generally and specifically, each and every allegation contained therein.

22 7. In response to paragraph 7 of the Complaint, Experian admits that it is a consumer
 23 reporting agency as defined by 15 U.S.C. § 1681a(f), that it issues consumer reports as defined by
 24 15 U.S.C. § 1681a(d), and that it is qualified to do business and does conduct business in Allen,
 25 Texas. As to the remaining allegations in paragraph 7, Experian does not have knowledge or
 26 information sufficient to form a belief as to the truth of those allegations and, on that basis,
 27 denies, generally and specifically, each and every such allegation.

1 8. In response to paragraph 8 of the Complaint, Experian is without knowledge or
 2 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 3 that basis, denies, generally and specifically, each and every allegation contained therein.

4 **FACTUAL ALLEGATIONS**

5 9. In response to paragraph 9 of the Complaint, Experian is without knowledge or
 6 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 7 that basis, denies, generally and specifically, each and every allegation contained therein.

8 10. In response to paragraph 10 of the Complaint, Experian is without knowledge or
 9 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 10 that basis, denies, generally and specifically, each and every allegation contained therein.

11 11. In response to paragraph 11 of the Complaint, Experian is without knowledge or
 12 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 13 that basis, denies, generally and specifically, each and every allegation contained therein.

14 12. In response to paragraph 12 of the Complaint, Experian is without knowledge or
 15 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 16 that basis, denies, generally and specifically, each and every allegation contained therein.

17 13. In response to paragraph 13 of the Complaint, Experian is without knowledge or
 18 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 19 that basis, denies, generally and specifically, each and every allegation contained therein.

20 14. In response to paragraph 14 of the Complaint, Experian is without knowledge or
 21 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 22 that basis, denies, generally and specifically, each and every allegation contained therein.

23 15. In response to paragraph 15 of the Complaint, Experian is without knowledge or
 24 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 25 that basis, denies, generally and specifically, each and every allegation contained therein.

26 **Violation of Fair Credit Reporting Act**

27 16. In response to paragraph 16 of the Complaint, Experian denies, generally and
 28 specifically, each and every allegation therein that relates to Experian. As to the remaining

1 allegations in paragraph 16 that relate to the other defendants, Experian does not have knowledge
 2 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 3 denies, generally and specifically, each and every such allegation.

4 17. In response to paragraph 17 of the Complaint, Experian is without knowledge or
 5 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 6 that basis, denies, generally and specifically, each and every allegation contained therein.

7 18. In response to paragraph 18 of the Complaint, Experian denies, generally and
 8 specifically, each and every allegation therein that relates to Experian. As to the remaining
 9 allegations in paragraph 18 that relate to the other defendants, Experian does not have knowledge
 10 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 11 denies, generally and specifically, each and every such allegation.

12 **Summary of Wrongful Conduct**

13 19. In response to paragraph 19 of the Complaint, Experian denies, generally and
 14 specifically, each and every allegation therein that relates to Experian. As to the remaining
 15 allegations in paragraph 19 that relate to the other defendants, Experian does not have knowledge
 16 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 17 denies, generally and specifically, each and every such allegation.

18 20. In response to paragraph 20 of the Complaint, Experian is without knowledge or
 19 information sufficient to form a belief as to the truth of the allegations contained therein and, on
 20 that basis, denies, generally and specifically, each and every allegation contained therein.

21 21. In response to paragraph 21 of the Complaint, Experian denies, generally and
 22 specifically, each and every allegation therein that relates to Experian. As to the remaining
 23 allegations in paragraph 21 that relate to the other defendants, Experian does not have knowledge
 24 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 25 denies, generally and specifically, each and every such allegation.

26 22. In response to paragraph 22 of the Complaint, Experian denies, generally and
 27 specifically, each and every allegation therein that relates to Experian. As to the remaining
 28 allegations in paragraph 22 that relate to the other defendants, Experian does not have knowledge

1 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
2 denies, generally and specifically, each and every such allegation.

3 23. In response to paragraph 23 of the Complaint, Experian denies, generally and
4 specifically, each and every allegation therein that relates to Experian. As to the remaining
5 allegations in paragraph 23 that relate to the other defendants, Experian does not have knowledge
6 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
7 denies, generally and specifically, each and every such allegation.

8 24. In response to paragraph 24 of the Complaint, Experian denies, generally and
9 specifically, each and every allegation therein that relates to Experian. As to the remaining
10 allegations in paragraph 24 that relate to the other defendants, Experian does not have knowledge
11 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
12 denies, generally and specifically, each and every such allegation.

13 25. In response to paragraph 25 of the Complaint, Experian denies, generally and
14 specifically, each and every allegation therein that relates to Experian. As to the remaining
15 allegations in paragraph 25 that relate to the other defendants, Experian does not have knowledge
16 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
17 denies, generally and specifically, each and every such allegation.

18 26. In response to paragraph 26 of the Complaint, Experian is without knowledge or
19 information sufficient to form a belief as to the truth of the allegations contained therein and, on
20 that basis, denies, generally and specifically, each and every allegation contained therein.

21 27. In response to paragraph 27 of the Complaint, Experian denies, generally and
22 specifically, each and every allegation therein that relates to Experian. As to the remaining
23 allegations in paragraph 27 that relate to the other defendants, Experian does not have knowledge
24 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
25 denies, generally and specifically, each and every such allegation.

26 28. In response to paragraph 28 of the Complaint, Experian denies, generally and
27 specifically, each and every allegation therein that relates to Experian. As to the remaining
28 allegations in paragraph 28 that relate to the other defendants, Experian does not have knowledge

or information sufficient to form a belief as to the truth of those allegations and, on that basis,
denies, generally and specifically, each and every such allegation.

3 29. In response to paragraph 29 of the Complaint, Experian denies, generally and
4 specifically, each and every allegation therein that relates to Experian. As to the remaining
5 allegations in paragraph 29 that relate to the other defendants, Experian does not have knowledge
6 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
7 denies, generally and specifically, each and every such allegation.

8 NEGLIGENT AND WANTON HIRING AND SUPERVISION

9 30. In response to paragraph 30 of the Complaint, Experian denies, generally and
10 specifically, each and every allegation therein that relates to Experian. As to the remaining
11 allegations in paragraph 30 that relate to the other defendants, Experian does not have knowledge
12 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
13 denies, generally and specifically, each and every such allegation.

14 || CAUSES OF ACTION

COUNT I

VIOLATING THE FAIR CREDIT REPORTING ACT

17 30. In response to what has been erroneously marked as paragraph 30 of the
18 Complaint, Experian repeats, realleges, and incorporates by reference paragraphs 1 through 29
19 above, as though fully set forth herein.

20 31. In response to paragraph 31 of the Complaint, Experian admits that it is a
21 consumer reporting agency as defined by 15 U.S.C. § 1681a(f). As to the remaining allegations
22 in paragraph 31 that relate to the other defendants, Experian does not have knowledge or
23 information sufficient to form a belief as to the truth of those allegations and, on that basis,
24 denies, generally and specifically, each and every such allegation.

25 32. In response to paragraph 32 of the Complaint, Experian is without knowledge or
26 information sufficient to form a belief as to the truth of the allegations contained therein and, on
27 that basis, denies, generally and specifically, each and every allegation contained therein.

1 33. In response to paragraph 33 of the Complaint, Experian is without knowledge or
2 information sufficient to form a belief as to the truth of the allegations contained therein and, on
3 that basis, denies, generally and specifically, each and every allegation contained therein.

4 34. In response to paragraph 34 of the Complaint, Experian denies, generally and
5 specifically, each and every allegation therein that relates to Experian. As to the remaining
6 allegations in paragraph 34 that relate to the other defendants, Experian does not have knowledge
7 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
8 denies, generally and specifically, each and every such allegation.

9 35. In response to paragraph 35 of the Complaint, Experian denies, generally and
10 specifically, each and every allegation therein that relates to Experian. As to the remaining
11 allegations in paragraph 35 that relate to the other defendants, Experian does not have knowledge
12 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
13 denies, generally and specifically, each and every such allegation.

14 36. In response to paragraph 36 of the Complaint, Experian denies, generally and
15 specifically, each and every allegation therein that relates to Experian. As to the remaining
16 allegations in paragraph 36 that relate to the other defendants, Experian does not have knowledge
17 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
18 denies, generally and specifically, each and every such allegation.

19 37. In response to paragraph 37 of the Complaint, Experian denies, generally and
20 specifically, each and every allegation therein that relates to Experian. As to the remaining
21 allegations in paragraph 37 that relate to the other defendants, Experian does not have knowledge
22 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
23 denies, generally and specifically, each and every such allegation.

24 38. In response to paragraph 38 of the Complaint, Experian denies, generally and
25 specifically, each and every allegation therein that relates to Experian. As to the remaining
26 allegations in paragraph 38 that relate to the other defendants, Experian does not have knowledge
27 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
28 denies, generally and specifically, each and every such allegation.

COUNT II**INVASION OF PRIVACY**

39. In response to paragraph 39 of the Complaint, Experian repeats, realleges, and incorporates by reference paragraphs 1 through 38 above, as though fully set forth herein.

40. In response to paragraph 40 of the Complaint, Experian denies, generally and specifically, each and every allegation therein that relates to Experian. As to the remaining allegations in paragraph 40 that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every such allegation.

41. In response to paragraph 41 of the Complaint, Experian admits that the allegations contained therein appear to set forth the legislature's intentions in enacting the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et. seq. ("FDCPA") and the Gramm Leech Bliley Act. Experian affirmatively states that both acts speak for themselves and, on that basis, denies any allegations of paragraph 41 inconsistent therewith. As to the remaining allegations in paragraph 41, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every such allegation.

42. In response to paragraph 42 of the Complaint, Experian denies, generally and specifically, each and every allegation therein that relates to Experian. As to the remaining allegations in paragraph 42 that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every such allegation.

43. In response to paragraph 43 of the Complaint, Experian denies, generally and specifically, each and every allegation therein that relates to Experian. As to the remaining allegations in paragraph 43 that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every such allegation.

1 44. In response to paragraph 44 of the Complaint, Experian is without knowledge or
2 information sufficient to form a belief as to the truth of the allegations contained therein and, on
3 that basis, denies, generally and specifically, each and every allegation contained therein.

4 45. In response to paragraph 45 of the Complaint, Experian denies, generally and
5 specifically, each and every allegation therein that relates to Experian. As to the remaining
6 allegations in paragraph 45 that relate to the other defendants, Experian does not have knowledge
7 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
8 denies, generally and specifically, each and every such allegation.

9 46. In response to paragraph 46 of the Complaint, Experian denies, generally and
10 specifically, each and every allegation therein that relates to Experian. As to the remaining
11 allegations in paragraph 46 that relate to the other defendants, Experian does not have knowledge
12 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
13 denies, generally and specifically, each and every such allegation.

14 47. In response to paragraph 47 of the Complaint, Experian denies, generally and
15 specifically, each and every allegation therein that relates to Experian. As to the remaining
16 allegations in paragraph 47 that relate to the other defendants, Experian does not have knowledge
17 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
18 denies, generally and specifically, each and every such allegation.

19 48. In response to paragraph 48 of the Complaint, Experian denies, generally and
20 specifically, each and every allegation therein that relates to Experian. As to the remaining
21 allegations in paragraph 48 that relate to the other defendants, Experian does not have knowledge
22 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
23 denies, generally and specifically, each and every such allegation.

COUNT III

**NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING AND
SUPERVISION OF INCOMPETENT EMPLOYEES OR AGENTS**

27 49. In response to paragraph 49 of the Complaint, Experian repeats, realleges, and
28 incorporates by reference paragraphs 1 through 48 above, as though fully set forth herein.

1 50. In response to paragraph 50 of the Complaint, Experian denies, generally and
2 specifically, each and every allegation therein that relates to Experian. As to the remaining
3 allegations in paragraph 50 that relate to the other defendants, Experian does not have knowledge
4 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
5 denies, generally and specifically, each and every such allegation.

6 51. In response to paragraph 51 of the Complaint, Experian denies, generally and
7 specifically, each and every allegation therein that relates to Experian. As to the remaining
8 allegations in paragraph 51 that relate to the other defendants, Experian does not have knowledge
9 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
10 denies, generally and specifically, each and every such allegation.

11 52. In response to paragraph 52 of the Complaint, Experian denies, generally and
12 specifically, each and every allegation therein that relates to Experian. As to the remaining
13 allegations in paragraph 52 that relate to the other defendants, Experian does not have knowledge
14 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
15 denies, generally and specifically, each and every such allegation.

16 53. In response to paragraph 53 of the Complaint, Experian denies, generally and
17 specifically, each and every allegation therein that relates to Experian. As to the remaining
18 allegations in paragraph 53 that relate to the other defendants, Experian does not have knowledge
19 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
20 denies, generally and specifically, each and every such allegation.

COUNT IV

NEGLIGENT, WANTON, AND INTENTIONAL CONDUCT

23 54. In response to paragraph 54 of the Complaint, Experian repeats, realleges, and
24 incorporates by reference paragraphs 1 through 53 above, as though fully set forth herein.

25 55. In response to paragraph 55 of the Complaint, Experian states that these are legal
26 conclusions which are not subject to denial or admission.

27 56. In response to paragraph 56 of the Complaint, Experian states that these are legal
28 conclusions which are not subject to denial or admission.

1 57. In response to paragraph 57 of the Complaint, Experian states that these are legal
2 conclusions which are not subject to denial or admission.

3 58. In response to paragraph 58 of the Complaint, Experian denies, generally and
4 specifically, each and every allegation therein that relates to Experian. As to the remaining
5 allegations in paragraph 58 that relate to the other defendants, Experian does not have knowledge
6 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
7 denies, generally and specifically, each and every such allegation.

8 59. In response to paragraph 59 of the Complaint, Experian denies, generally and
9 specifically, each and every allegation therein that relates to Experian. As to the remaining
10 allegations in paragraph 59 that relate to the other defendants, Experian does not have knowledge
11 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
12 denies, generally and specifically, each and every such allegation.

13 60. In response to paragraph 60 of the Complaint, Experian denies, generally and
14 specifically, each and every allegation therein that relates to Experian. As to the remaining
15 allegations in paragraph 60 that relate to the other defendants, Experian does not have knowledge
16 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
17 denies, generally and specifically, each and every such allegation.

18 61. In response to paragraph 61 of the Complaint, Experian denies, generally and
19 specifically, each and every allegation therein that relates to Experian. As to the remaining
20 allegations in paragraph 61 that relate to the other defendants, Experian does not have knowledge
21 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
22 denies, generally and specifically, each and every such allegation.

23 62. In response to paragraph 62 of the Complaint, Experian denies, generally and
24 specifically, each and every allegation therein that relates to Experian. As to the remaining
25 allegations in paragraph 62 that relate to the other defendants, Experian does not have knowledge
26 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
27 denies, generally and specifically, each and every such allegation.

1 63. In response to paragraph 63 of the Complaint, Experian denies, generally and
2 specifically, each and every allegation therein that relates to Experian. As to the remaining
3 allegations in paragraph 63 that relate to the other defendants, Experian does not have knowledge
4 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
5 denies, generally and specifically, each and every such allegation.

6 64. In response to paragraph 64 of the Complaint, Experian denies, generally and
7 specifically, each and every allegation therein that relates to Experian. As to the remaining
8 allegations in paragraph 64 that relate to the other defendants, Experian does not have knowledge
9 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
10 denies, generally and specifically, each and every such allegation.

11 65. In response to paragraph 65 of the Complaint, Experian denies, generally and
12 specifically, each and every allegation therein that relates to Experian. As to the remaining
13 allegations in paragraph 65 that relate to the other defendants, Experian does not have knowledge
14 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
15 denies, generally and specifically, each and every such allegation.

16 66. In response to paragraph 66 of the Complaint, Experian denies, generally and
17 specifically, each and every allegation therein that relates to Experian. As to the remaining
18 allegations in paragraph 66 that relate to the other defendants, Experian does not have knowledge
19 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
20 denies, generally and specifically, each and every such allegation.

21 67. In response to paragraph 67 of the Complaint, Experian denies, generally and
22 specifically, each and every allegation therein that relates to Experian. As to the remaining
23 allegations in paragraph 67 that relate to the other defendants, Experian does not have knowledge
24 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
25 denies, generally and specifically, each and every such allegation.

26 68. In response to paragraph 68 of the Complaint, Experian denies, generally and
27 specifically, each and every allegation therein that relates to Experian. As to the remaining
28 allegations in paragraph 68 that relate to the other defendants, Experian does not have knowledge

1 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 2 denies, generally and specifically, each and every such allegation.

3 69. In response to paragraph 69 of the Complaint, Experian denies, generally and
 4 specifically, each and every allegation therein that relates to Experian. As to the remaining
 5 allegations in paragraph 69 that relate to the other defendants, Experian does not have knowledge
 6 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 7 denies, generally and specifically, each and every such allegation.

8 70. In response to paragraph 70 of the Complaint, Experian denies, generally and
 9 specifically, each and every allegation therein that relates to Experian. As to the remaining
 10 allegations in paragraph 70 that relate to the other defendants, Experian does not have knowledge
 11 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 12 denies, generally and specifically, each and every such allegation.

13 71. In response to paragraph 71 of the Complaint, Experian denies, generally and
 14 specifically, each and every allegation therein that relates to Experian. As to the remaining
 15 allegations in paragraph 71 that relate to the other defendants, Experian does not have knowledge
 16 or information sufficient to form a belief as to the truth of those allegations and, on that basis,
 17 denies, generally and specifically, each and every such allegation.

RESPONSE TO PRAYER FOR RELIEF

19 72. In response to paragraph 72 of the Complaint, Experian denies that Plaintiff is
 20 entitled to any damages against Experian as set forth in her prayer for relief.

DEMAND FOR JURY TRIAL

22 In response to the Complaint, Experian admits that Plaintiff has demanded a trial by jury
 23 on all issues triable.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

26 (Failure to state a claim)

27 The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to
 28 state a claim upon which relief may be granted against Experian and further fails to state facts

sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND AFFIRMATIVE DEFENSE

(IMMUNITY)

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD AFFIRMATIVE DEFENSE

(TRUTH/ACCURACY OF INFORMATION)

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

FOURTH AFFIRMATIVE DEFENSE

(INDEMNIFICATION)

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff were the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE DAMAGES)

Plaintiff has failed to mitigate her damages.

SIXTH AFFIRMATIVE DEFENSE

(LACHES)

The claim for relief set forth in the Complaint is barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

(CONTRIBUTORY/COMPARATIVE FAULT)

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff was, at least in part, caused by the actions of Plaintiff herself, and resulted from Plaintiff's own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

EIGHTH AFFIRMATIVE DEFENSE

(ESTOPPEL)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were

1 the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and
2 barred from recovery of any damages.

NINTH AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

5 Experian is informed and believes and thereon alleges that the claim for relief in the
6 Complaint herein is barred by the applicable statutes of limitation, including but not limited to 15
7 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE

(UNCLEAN HANDS)

10 The Complaint, and each claim for relief therein that seeks equitable relief, is barred by
11 the doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

(INDEPENDENT INTERVENING CAUSE)

14 Experian alleges upon information and belief that if Plaintiff sustained any of the injuries
15 alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to
16 such alleged injuries and, as such, any action on the part of Experian was not a proximate cause
17 of the alleged injuries.

TWELFTH AFFIRMATIVE DEFENSE

(RIGHT TO ASSERT ADDITIONAL DEFENSES)

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

THIRTEENTH AFFIRMATIVE DEFENSE

(IMPROPER REQUEST FOR PUNITIVE DAMAGES)

Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

FOURTEENTH AFFIRMATIVE DEFENSE

(MOOTNESS)

28 Plaintiff's claim is barred, in whole or in part, to the extent that the claim or relief sought

1 is moot.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 (WAIVER)

4 Plaintiff's claim is barred, in whole or in part, by the doctrine of waiver.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 (INAPPLICABILITY OF THE AUTOMATIC STAY)

7 Experian alleges that the automatic stay codified in 11 U.S.C. § 362 is not applicable to
8 Credit Reporting Agencies, and therefore Experian cannot be held liable for any acts which may
9 contravene an automatic stay.

10 **SEVENTEENTH AFFIRMATIVE DEFENSE**

11 (INAPPLICABILITY OF THE DISCHARGE INJUNCTION)

12 Experian alleges that the discharge injunction as set forth in 11 U.S.C. § 524 does not
13 apply to any permissible action taken by a Consumer Reporting Agency, and as such, Experian
14 cannot be held liable for any of its permissible actions which may otherwise violate a discharge
15 injunction.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- 18 (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be
19 dismissed in its entirety;
- 20 (2) For costs of suit and attorneys' fees herein incurred; and
- 21 (3) For such other and further relief that this Court may deem necessary and proper.

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1 Dated: September 15, 2016

Respectfully submitted,

2 Jones Day

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4 By: /s/ Andrea L. Mazingo
5 Andrea L. Mazingo

6 Counsel for Defendant
7 EXPERIAN INFORMATION SOLUTIONS,
8 INC.

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CERTIFICATE OF SERVICE

I, Andrea L. Mazingo, declare:

I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 3161 Michelson Drive, Suite 800, Irvine, California 92612.4408. On September 15, 2016, I served a copy of the **DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER TO PLAINTIFF'S COMPLAINT AND JURY DEMAND** by electronic transmission.

I am familiar with the United States District Court for the Northern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities. Under said practice, the following CM/ECF users were served:

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I also served a copy by placing the document(s) listed above in a sealed envelope with
postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth
below.

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I am readily familiar with the firm's practice of collection and processing correspondence
for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing an affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose
direction the service was made

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Executed on September 15, 2016, at Irvine, California.

/s/ *Andrea L. Mazingo*
Andrea L. Mazingo